EXHIBIT B

TERMS AND CONDITIONS FOR XDSL

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1 INTRODUCTION

1.1 This Exhibit B sets forth the xDSL-Capable Loop offerings, and associated rates, terms and conditions, that Ameritech-Illinois will offer to MCIW for MCIW to use in conjunction with its desired xDSL technologies and equipment to provision xDSL services to its customers.

1.2 Nothing in this Exhibit B shall constitute a waiver by either Party of any positions it may have taken or will take in any pending regulatory or judicial proceeding or any subsequent interconnection agreement negotiations. This Exhibit B also shall not constitute a concession or admission by either Party and shall not foreclose either Party from taking any position in the future in any forum addressing any of the matters set forth herein.

1.3 The recognized standards shall include but not be limited to American National Standards Institute (ANSI) standards and those developed within the International Telecommunications Union (ITU).

1.4 Ameritech-Illinois shall provide MCIW with the UNEs and reporting associated with UNEs, described in this Exhibit B in compliance with the performance standards set forth in CC Docket No. 96-98, *Third Report and Order and Fourth Further Notice of Proposed Rulemaking,* FCC 99-238, (released November 5, 1999), Plan of Record for Pre-Ordering and Ordering of xDSL and other Advanced Services (Plan of Record or POR), the Uniform and Enhanced OSS POR (OSS POR) and any specific state commission or FCC rule, order, or mandated industry standard proceeding.

2 DEFINITIONS

2.1 For the purpose of this Exhibit B, a Loop and Sub-loop are as defined in Article 9 of the Agreement.

2.2 A loop technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by any carrier in any state without significantly degrading the performance of other services, or has been approved by the FCC, any state commission, or an industry standard body. Loop technologies presumed acceptable for deployment include, but are not limited to those referenced in Attachment A.

2.3 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under 2.2. above. Deployment of non-standard xDSL-based technologies are allowed as provided in this Exhibit B.

2.4 "Continuity" shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of Interface (POI) located on the horizontal side of the Main Distribution Frame (MDF) or Intermediate Distribution Frame (IDF)

2.5 Digital Subscriber Loop or "xDSL" describes loops, which may support various technologies and services over all-copper loops. The 'x' in xDSL is a placeholder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-bit rate Digital Subscriber Line), HDSL2 (high bit rate digital subscriber line 2-wire), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-

Speed Digital Subscriber Line), RADSL (Rate-Adaptive Digital Subscriber Line), MVL (multiple virtual lines), and G.Lite.

3 GENERAL TERMS AND CONDITIONS RELATING TO XDSL CAPABLE LOOPS

3.1 Ameritech-Illinois agrees to provide a copper loop for MCIW to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technology as defined in this Exhibit B. Ameritech-Illinois will provision UNEs at least equal in performance and quality with what it provides to itself, or to an affiliate or subsidiary. Ameritech-Illinois will not impose limitations on the transmission speeds of xDSL services; provided, however, Ameritech-Illinois does not guarantee transmission speeds, available bandwidth nor imply any service level.

3.2 MCIW's use of any Ameritech-Illinois network element, or of its own equipment or facilities in conjunction with any Ameritech-Illinois network element, will not materially interfere with or impair service over any facilities of Ameritech-Illinois, its affiliated companies or connecting and concurring carriers involved in Ameritech-Illinois services, cause damage to Ameritech-Illinois's plant, impair the privacy of any communications carried over Ameritech-Illinois's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, Ameritech-Illinois may discontinue or refuse service if MCIW violates this provision, provided that such termination of service will be limited to MCIW's use of the element(s) causing the violation. Ameritech-Illinois will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, MCIW demonstrates that their use of the network element is not the cause of the network harm. If Ameritech-Illinois does not believe MCIW has made the sufficient showing of harm, or if MCIW contests the basis for the disconnection, either Party must first submit the matter to dispute resolution as described in the General Terms and Conditions of the Agreement. Any claims of network harm by Ameritech-Illinois must be supported with specific and verifiable supporting information.

3.3 Ameritech-Illinois shall not impose its own standards for provisioning xDSL services, through Technical Publications or otherwise, until and unless approved by the Commission or the FCC prior to use. However, Ameritech-Illinois will publish non-binding Technical Publications to communicate current standards and their application as set forth in CC Docket No. 98-147, *First Report and Order and Further Notice of Proposed Rulemaking,* FCC 99-48, (rel. March 31, 1999).

3.4 Each Party reserves its right to contest whether any xDSL service is subject to the resale and unbundling requirements of federal and state law.

3.5 The provision of DSL services is subject to a variety of technical constraints, including loop length and the current design of the loop, which must be free of excessive bridged taps, and loading coils. In addition, clear spectral compatibility standards and spectrum management rules and practices are necessary to ensure the quality, integrity, and reliability of Ameritech-Illinois's network and its existing services.

3.6 To ensure spectral compatibility, industry standards bodies such as American National Standards Institute (ANSI) have developed or are in the process of developing Power Spectrum Density (PSD) mask standards to enable multiple technologies to coexist within binder groups. The Parties shall abide by the FCC and/or T1E1.4 spectral management rules and guidelines pertinent for the designated PSD mask type at all times.

4 xDSL LOOP OFFERINGS

4.1 Ameritech-Illinois shall be under no obligation to provision xDSL capable loops in any instance where physical facilities do not exist. This shall not apply where physical facilities exist, but conditioning is required. In that event, MCIW must be given the opportunity to evaluate the parameters of the xDSL service (or HFPL service) to be provided and determine whether and what type of conditioning it may request to be performed. All conditioning shall be performed at the sole discretion and request of MCIW. In addition, the loop should be provisioned to meet basic electrical standards such as metallic conductivity and capacitive and resistance balance. Use of shielded cross connect cable for ADSL will be at the option of MCIW.

4.2 For each loop described below, MCIW will, notify Ameritech-Illinois as to the Power Spectrum Density (PSD) mask of the technology that MCIW will deploy. If and when a change in PSD mask is made, MCIW will immediately notify Ameritech-Illinois. Likewise, Ameritech-Illinois will disclose to MCIW, upon request, information with respect to the number of loops using advanced service technology within the binder and the type of technology employed on those loops. Ameritech-Illinois will use the PSD provided by MCIW for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask, MCIW shall provide Ameritech-Illinois with a technical description of the technology including power masks for inventory purposes.

4.3 A 2-wire xDSL loop is a copper loop over which MCIW may provision various DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length) for loops 12, 000 feet or less.

4.4 A 2-Wire Digital Loop for purposes of this section is 160Kbps and supports Basic Rate ISDN (BRI) digital exchange services. The terms and conditions for the 2-Wire Digital Loop are set forth in the Appendix UNE of the Agreement.

4.5 A 4-Wire xDSL loop for purposes of this section is a copper loop over which MCIW may provision DSL Technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length) for loops 12,000 feet or less.

5 LOOP TECHNOLOGIES

Ameritech-Illinois shall not deny MCIW's request to deploy any loop technology that is presumed acceptable for deployment by MCIW, unless it has been demonstrated by Ameritech-Illinois to the Commission in accordance with FCC orders that MCIW deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services. For the purpose of this section, "significantly degrade" means to noticeably impair a service form a user's perspective as caused by technology. In the event that MCIW wishes to introduce a new technology that does not conform to existing industry standards, and has not been approved by an industry standards body, the FCC, or a state commission. MCIW shall provide documentation that demonstrates that its proposed deployment meets the threshold for presumption of acceptability. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services. In the event that MCIW wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, MCIW will provide documentation describing that action

to Ameritech-Illinois and the Commission before or at the time of its request to deploy such technology within Ameritech-Illinois. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services. In the event that Ameritech-Illinois rejects a request by MCIW for provisioning of advanced services, Ameritech-Illinois will disclose to MCIW information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops, including the specific reason for the denial, within three to five (3-5) days of the denial.

5.1 If loop technology is deployed without significant degradation for twelve (12) months, or industry standards for the technology are established, whichever occurs first, the Parties should consider the technology to be presumed acceptable for deployment and treated accordingly. If there is dispute as to the successful deployment of the technology, either Party may submit the dispute for resolution under the Dispute Resolution procedures set forth in this Agreement.

5.1.1 For the twelve (12) month period following the approval of this Agreement by the Commission, MCIW may order loops other than those loop technologies presumed acceptable for deployment for the provision of service in Illinois on a trial basis, without the need to make any showing to the Commission. Each technology trial will not be deemed successful until it has been deployed without significant degradation caused by the technology for twelve (12) months or until industry standards have been established, whichever occurs first. Upon request by MCIW, Ameritech-Illinois shall cooperate with MCIW in the testing and deployment (i.e., field trial) of new xDSL technology.

5.1.2 If MCIW can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services, Ameritech-Illinois will not deny MCIW's right to deploy new loop technologies that do not conform to the industry standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state Commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services).

5.1.3 Ameritech-Illinois will not deploy any technology covered by this Exhibit B or Exhibit C for its own retail operations, for the retail operations of an affiliate, or to provide service to a third-party (whether retail or wholesale) until it has made ordering procedures for the related unbundled loop type, and reasonable rates, terms and conditions for such loop type, available to MCIW.

5.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, Ameritech-Illinois will provide a loop to support the new technology for MCIW as follows:

5.2.1 If the technology requires the use of a 2-Wire or 4-Wire loop that meets the engineering design criteria of a 2-Wire or 4-Wire loop already provisioned by Ameritech-Illinois, then Ameritech-Illinois will provide MCIW a loop capable of supporting the new xDSL technology at the same rates listed for the appropriate 2-Wire and 4-Wire loops and associated loop conditioning as needed. All other conditioning shall only be performed upon request by MCIW.

5.2.2 In the event that a xDSL technology requires a loop type that differs from the engineering design criteria of a 2-Wire or 4-Wire xDSL loop already provisioned by Ameritech-Illinois, the Parties shall expend diligent efforts to arrive at an agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology and infrastructure. If negotiations

fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology shall be resolved pursuant to the dispute resolution process.

5.3 If Ameritech-Illinois or other CLEC claims that a MCIW service is significantly degrading the performance of other advanced services or traditional voice band services, then Ameritech-Illinois must notify MCIW and allow MCIW a reasonable opportunity to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that Ameritech-Illinois or other CLEC demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, MCIW shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.

5.4 Sub-Loop: In locations where Ameritech-Illinois has deployed: (1) Digital Loop Carrier systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) Digital Added Main Line ("DAML") technology or (3) entirely fiber optic facilities to the end user customer, Ameritech-Illinois will make the following options available to MCIW:

5.4.1 Where spare or dead count copper facilities are available, and the facilities meet the necessary technical requirements for the provisioning of DSL, MCIW has the option of requesting Ameritech-Illinois to make copper facilities available.

5.4.2 MCIW has the option of collocating a DSLAM in, or adjacent to Ameritech-Illinois's Remote Terminal ("RT") at the fiber/copper interface point, pursuant to collocation terms and conditions. When MCIW collocates its DSLAM at, or adjacent to, Ameritech-Illinois's RTs, Ameritech-Illinois will provide MCIW with unbundled access to subloops to allow MCIW to access the copper wire portion of the loop.

5.4.3 Where MCIW is unable to obtain spare or dead count copper loops necessary to provision a DSL service, and Ameritech-Illinois has placed a DSLAM in the RT, Ameritech-Illinois must unbundle and provide access to its packet switching. Ameritech-Illinois is relieved of this unbundling obligation only if it permits MCIW to collocate its DSLAM in Ameritech-Illinois's remote terminal, on the same terms and conditions that apply to Ameritech-Illinois's own DSLAM.

6 PROVISIONING

6.1 Ameritech-Illinois will not guarantee that the local loop(s) ordered will perform as desired by MCIW for xDSL-based services, but will guarantee, at the time of installation, basic metallic loop parameters, including continuity and pair balance. MCIW requested testing by Ameritech-Illinois beyond these parameters would be billed on a time and materials basis at the applicable tariffed rates. On loops where MCIW has not specifically requested that conditioning be performed, Ameritech-Illinois maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at MCIW's request, Ameritech-Illinois will verify continuity, the completion of all requested conditioning, and will repair at no charge to MCIW any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design. For loops under 12,000 feet, Ameritech-Illinois will remove load coils, repeaters, and excessive bridged taps at no charge to MCIW. Provisioning shall include conditioning (i.e., removal of load coils, repeaters, or excessive bridged taps) for xDSL loops less than 12,000 feet and any conditioning requested by MCIW for loops greater than 12,000 feet.

6.2 "Proof of Continuity" performed during Acceptance Testing shall be determined by performing a physical fault test, from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. The loop will be tested to meet basic metallic loop parameters, pair balance, and electrical characteristics such as electrical conductivity and capacitive and resistive balance. Internal test performed by Ameritech-Illinois at the Central Office during the provision process shall be done at no charge to MCIW. Ameritech-Illinois is not required to provide the results of this internal test to MCIW.

6.3 Ameritech-Illinois shall provide Acceptance Testing as outlined in Section 9 of this Exhibit B.

6.4 MCIW shall designate, at MCIW's sole option, what loop conditioning Ameritech-Illinois is to perform in provisioning the xDSL loop(s) and subloop(s) on the loop order. Conditioning may be ordered on loop(s) and subloop(s) of any length at the Loop conditioning rates set forth in the Appendix Pricing. The loop and subloop will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivity and capacitate and resistive balance. The provisioning intervals are applicable to every xDSL loop regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals.

6.5 The provisioning and installation interval for xDSL-capable loops where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide a DSL-capable loop) on orders for 1-20 loops per order or per end user customer location, will be 3-5 business days, or the provisioning and installation interval applicable to Ameritech-Illinois's tariffed xDSL-based services, or its affiliate's, whichever is shorter.

6.6 The provisioning and installation intervals for xDSL-capable loops, where conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-20 loops per order or per end user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to Ameritech-Illinois's tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is shorter. In the event MCIW's end user customer require conditioning during non-working hours, the due date may be adjusted consistent with end user customer release of circuit and out-of-hours charges may apply.

6.7 Orders for more than 20 loops per order or per end user customer location, where no conditioning is requested will have a provisioning and installation interval of ten (10) business days, or as agreed upon by the Parties. In the event MCIW's end user customer require conditioning during non-working hours, the due date may be adjusted consistent with end user customer release of circuit and out-of-hours charges may apply.

6.8 Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed by the Parties in each instance.

6.9 Subsequent to the initial order for a xDSL capable loop, subloop, additional conditioning may be requested on such loop(s) at the rates set forth in the Appendix Pricing and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending xDSL capable loop(s) order, no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard offered provisioning intervals. The provisioning interval for additional

requests for conditioning pursuant to this subsection will be the same as set forth above. In addition, MCIW agrees that standard offered intervals do not constitute performance measurement commitments.

6.10 MCIW, at its sole option, may request shielded cabling between network elements and frames within the central office for use with 2-wire xDSL loop when used to provision ADSL over a DSL-capable loop provided for herein at the rates as provided in Paragraph 5 of this Assignment and Amendment to the Interconnection Agreement Between Ameritech-Illinois and MCI WORLDCOM Communications, Inc. for the state of Illinois. Tight Twist cross-connect wire will be used on all identified DSL services on all central office frames.

7 SERVICE QUALITY AND MAINTENANCE

7.1 Maintenance, other than assuring loop continuity and balance, on unconditioned or partially conditioned loops greater than 12,000 will only be provided on a time and material basis as set out elsewhere in this Agreement. On loops where MCIW has requested that no conditioning be performed, Ameritech-Illinois's maintenance will be limited to verifying loop suitability based on POTS design criteria (TR-60, 1999). For loops having had partial or extensive conditioning performed at MCIW's request, Ameritech-Illinois will verify continuity, the completion of all requested conditioning, and will repair at no charge to MCIW any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design. For loops under 12,000 feet, Ameritech-Illinois will remove load coils, repeaters, and excessive bridged taps at no charge to MCIW. Provisioning shall include conditioning (i.e., removal of load coils, repeaters, or excessive bridged taps) for xDSL loops less than 12,000 feet and any conditioning requested by MCIW for loops greater than 12,000 feet.

7.2 MCIW will pay time and material charges when MCIW reports a suspected failure of a network element and Ameritech-Illinois dispatches personnel to the end user customer's demarcation, Ameritech-Illinois's central office or remote terminal, and the trouble was not caused by Ameritech-Illinois. These charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. When MCIW reports trouble to Ameritech-Illinois, and Ameritech-Illinois finds no trouble with its facilities or equipment, and subsequently, MCIW dispatches a technician and the trouble is Ameritech-Illinois's responsibility, then Ameritech-Illinois will pay the cost for dispatching MCIW's technician.

7.3 Ameritech-Illinois and MCIW agree to coordinate in good faith any testing, repair and maintenance that will significantly impact service provided by the other party. MCIW may request cooperative testing. If trouble occurs with Unbundled Network Elements provided by Ameritech-Illinois, MCIW will first determine whether the trouble is in MCIW's own equipment and/or facilities or those of the end user customer. If MCIW determines the trouble is in Ameritech-Illinois's equipment and/or facilities, MCIW will issue a trouble ticket to Ameritech-Illinois.

8 SPECTRUM MANAGEMENT

MCIW will advise Ameritech-Illinois of the Power Spectal Density "PSD" mask approved or proposed by T1.E1 that reflect the service performance parameters of the technology to be used. MCIW, at its option, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. At the time of ordering an xDSL-capable loop, MCIW will notify Ameritech-Illinois as to the type of PSD mask MCIW intends to use on the ordering form, and if and when a change in PSD mask is made, MCIW will notify Ameritech-Illinois. MCIW will abide by standards pertinent for the

designated PSD mask type. Since Ameritech-Illinois does not perform any Spectrum Management on xDSL capable loops, Ameritech-Illinois agrees that MCIW's order for xDSL-capable Loops will not be delayed by any lack of availability of a specific binder group or "spectrum exhaust." If Ameritech-Illinois initiates a reconfiguration of loops into a different binder group, it shall do so in a competitively neutral manner consistent with all relevant industry standards and at no cost to MCIW.

8.1 Ameritech-Illinois agrees that as a part of spectrum management, it will maintain an inventory of the existing services provisioned on the cable. Ameritech-Illinois will attempt to assign loops so as to minimize interference between and among advanced services, including xDSL-based services, and other services. Ameritech-Illinois may not segregate xDSL technologies into designated binder groups without specific state commission review and approval, or approved industry standard. In all cases, Ameritech-Illinois will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by MCIW or by Ameritech-Illinois as well as competitively neutral as between different xDSL services. Where disputes arise, Ameritech-Illinois and MCIW will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, Ameritech-Illinois will, upon request from MCIW, disclose within 3-5 days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved Parties may examine the deployment of services within the affected loop plant.

8.2 In the event that a loop technology without industry standards for spectrum management is deployed, Ameritech-Illinois, MCIW and the Commission shall jointly establish long-term competitively neutral spectral compatibility standards and spectrum management rules and practices so that all carriers know the rules for loop technology deployment. The standards, rules and practices shall be developed to maximize the deployment of new technologies within binder groups while minimizing interference, and shall be forward-looking and able to evolve over time to encourage innovation and deployment of advanced services based on the FCC, T1E1.4, and ITU spectral management rules and guidelines. These standards are to be used until such time as industry standards exist. When MCIW offers xDSL-based service consistent with mutually agreed-upon standards developed by the industry in conjunction with the specific state commission, or by the specific state commission in the absence of industry agreement, it may order local loops based on agreed-to performance characteristics. Ameritech-Illinois will assign the local loop consistent with the agreed-to spectrum management standards.

8.3 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Exhibit B, Ameritech-Illinois and MCIW agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies.

8.4 Within ninety (90) days after general availability of equipment conforming to industry spectrum management standards or the mutually agreed upon standards developed by the industry in conjunction with the specific state commission or FCC, if Ameritech-Illinois and/or MCIW is providing xDSL technologies or other advanced services for which there is no spectrum management standard, then Ameritech-Illinois and/or MCIW must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such new standards at its own expense. If the development of these procedures is not completed within ninety (90) days after MCIW's request to develop these procedures, Ameritech-Illinois and MCIW will jointly seek expedited resolution by the Commission of all remaining issues.

9 ACCEPTANCE TESTING

9.1 Ameritech-Illinois and MCIW agree to implement Acceptance Testing during the provisioning cycle for xDSL loop delivery.

9.2 Should MCIW desire Acceptance Testing, it shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Acceptance Testing will be conducted at the time of installation of the service request.

9.2.1 If the LSR was placed without a request for Acceptance Testing, and MCIW should determine that it is desired or needed during any subsequent phase of provisioning, the request may be added at any time; however, this may cause a new standard due date to be calculated for the service order.

9.3 Acceptance Testing Procedure:

9.3.1 Upon delivery of a loop to/for MCIW, Ameritech-Illinois's field technician will call the LOC and the LOC tester will call a toll free number provided by MCIW to initiate performance of a series of Acceptance Tests.

9.3.1.1 For 2-wire digital loops that are not provisioned through repeaters or digital loop carriers, the Ameritech-Illinois field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.

9.3.1.2 For 2-wire digital loops that are provisioned through repeaters or Digital Loop Carrier, the Ameritech-Illinois field technician will not perform a short or open circuit due to technical limitations.

9.3.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Exhibit B for DSL loops, MCIW will provide Ameritech-Illinois with a confirmation number and Ameritech-Illinois will complete the order. MCIW will be billed for the Acceptance Test as specified below under Acceptance Testing Billing at the applicable rates as provided in Paragraph 5 of this Assignment and Amendment to the Interconnection Agreement Between Ameritech-Illinois and MCI WORLDCOM Communications, Inc. for the state of Illinois.

9.3.3 If the Acceptance Test fails loop Continuity Test parameters, as defined by this Exhibit B for DSL loops, the LOC technician will take any or all reasonable steps to immediately resolve the problem with MCIW on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the MCIW representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, Ameritech-Illinois will re-contact the MCIW representative to repeat the Acceptance Test. When the aforementioned test parameters are met, MCIW will provide Ameritech-Illinois with a confirmation number and Ameritech-Illinois will complete the order. If MCIW xDSL service does not function as desired, yet test parameters are met, Ameritech-Illinois will still close the order. Ameritech-Illinois will not complete an order that fails Acceptance Testing.

9.3.4 Until such time as MCIW and Ameritech-Illinois agree, or industry standards establish, that their test equipment can accurately and consistently send signals through repeaters or Digital Loop Carriers, MCIW agrees to accept 2-wire digital loops, designed with such reach extenders, without testing the complete circuit. Consequently, Ameritech-Illinois agrees that should MCIW open a trouble ticket

and an Ameritech-Illinois network fault be found by standard testing procedures on such a loop within ten (10) business days (in which it is determined by standard testing to be an Ameritech-Illinois fault), Ameritech-Illinois, upon MCIW request, will adjust MCIW's bill to refund the recurring charge of such a loop until the fault has been resolved and the trouble ticket is closed.

9.3.5 Ameritech-Illinois will be relieved of the obligation to perform Acceptance Testing on a particular loop and will assume acceptance of the loop by MCIW when MCIW cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. Ameritech-Illinois may then close the order utilizing existing procedures, document the time and reason, and may bill MCIW as if the Acceptance Test had been completed and the loop accepted, subject to Section 9.4 below.

9.3.6 If, however, a trouble ticket is opened on the loop within twenty-four (24) hours and the trouble resulted from Ameritech-Illinois error as determined through standard testing procedures, MCIW will be credited for the cost of the Acceptance Test. Additionally, MCIW may request Ameritech-Illinois to re-perform the Acceptance Test at the conclusion of the repair phase again at no charge. This loop will not be counted as a successful completion for the purposes of the calculations discussed in Section 9.4 below.

9.3.7 Both Parties declare they will work together, in good faith, to implement Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Exhibit B or any Commission or FCC ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any accepted changes in Acceptance Testing procedures require additional time and/or expense.

9.4 Acceptance Testing Billing

9.4.1 MCIW will be billed for Acceptance Testing upon the effective date of this Exhibit B for loops that are installed correctly by the committed interval without the benefit of corrective action due to acceptance testing. In any calendar month after the first sixty (60) days of the agreement, MCIW may indicate that it believes that Ameritech-Illinois is failing to install loops that are acceptable under the terms and definitions of this Exhibit B.

9.4.1.1 Ameritech-Illinois will perform an unbiased random sampling of MCIW's service orders (or any other statistically robust or mutually acceptable sampling process). If the sampling establishes that Ameritech-Illinois is correctly provisioning loops with continuity and ordered conditioning ninety percent (90%) of the time over any two (2) month period of time, Ameritech-Illinois may continue charging for Acceptance Testing for all. If the sampling results show that Ameritech-Illinois is not correctly provisioning loops ninety percent (90%) of the time, or greater, Ameritech-Illinois may then perform a comprehensive analysis of the population.

9.4.1.2 If the sampling results from Section 9.4.1.1 above show that Ameritech-Illinois is in non-compliance with the conditioning success rate, as defined in this Exhibit B, then MCIW will not be billed for Acceptance Testing for the next sixty (60) days. When and if necessary, the Parties will negotiate, in good faith, to determine a mutually acceptable method for random sampling; however, orders placed within the first thirty (30)

days of MCIW's entry into any Metropolitan Statistical Area ("MSA") shall be excluded from any sampling population, whether random or comprehensive.

9.4.1.3 In any calendar month after the sixty (60) day no-charge period for Acceptance Testing, Ameritech-Illinois may request another random sampling of orders, using the mutually acceptable random sampling method, as negotiated in Section 9.4.1.2 above, be performed to determine whether Ameritech-Illinois can show compliance with the minimum success rates, as defined in Section 9.4.1.1 above. If the sampling result show Ameritech-Illinois is again in compliance, billing for Acceptance Testing shall resume.

9.4.1.4 Regardless of whether Ameritech-Illinois is in the period in which it may bill for Acceptance Testing, it will not bill for the Acceptance Testing for loop installs that did not pass the test parameters, as defined by this Exhibit B. Ameritech-Illinois will not bill for loop repairs when the repair resulted from a Ameritech-Illinois problem.

10 CHARGES FOR ACCEPTANCE TESTING

10.1 MCIW will be billed for the Acceptance Test as specified at the applicable rates as provided in Paragraph 5 of this Assignment and Amendment to the Interconnection Agreement Between Ameritech-Illinois and MCI WORLDCOM Communications, Inc. for the state of Illinois.

10.2 If requested by MCIW, Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price.

11 OSS

11.1 General: Ameritech-Illinois will provide MCIW with nondiscriminatory access by electronic or manual means, to its loop makeup information set forth in Ameritech-Illinois's Plan of Record. In the interim, loop makeup data will be provided as set forth below. In accordance with the FCC's UNE Remand Order, MCIW will be given nondiscriminatory access to the same loop makeup information that Ameritech-Illinois is providing any other CLEC and/or Ameritech-Illinois's retail operations or its advanced services affiliate.

11.2 Loop Pre-Qualification: Subject to 13.14 above, Ameritech-Illinois's pre-qualification will provide a near real time response to MCIW queries. Until replaced with OSS access as provided in 5.1, Ameritech-Illinois will provide mechanized access to a loop length indicator via Verigate and DataGate in regions where Verigate/DataGate are generally available for use with xDSL-based, HFPL, or other advanced services. The loop length is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to MCIW and is available at no charge.

11.3 Loop Qualification. Subject to 13.14 above, Ameritech-Illinois's pre-ordering will provide a near-real time response to MCIW queries. Ameritech-Illinois will provide mechanized access to actual loop make-up information, where this information is contained in

Ameritech-Illinois's electronic databases, via Verigate, DataGate, EDI and CORBA for use with xDSL-based, HFPL, or other advanced services. Where actual loop make-up information is not available, Ameritech-Illinois will provide designed loop provisioning information via Verigate, DataGate, EDI and CORBA. Loop make-up information includes, but is not limited to, information listed in 5.4. Loop pre-qualification is optional and available at no charge. However, loop qualification is not optional for loops over 12,000 feet. Appropriate charges, if any, for loop make-up information is set forth in the Appendix Pricing. As more particularly describe below, this loop makeup information will be categorized by three separate pricing elements: mechanized, manual, and detailed manual.

11.4 Mechanized loop qualification includes data that is available electronically and provided via an electronic system. Electronic access to loop makeup data through the OSS enhancements described in 6.1 above will return information in all fields described in SBC's Plan of Record when such information is contained in Ameritech-Illinois's electronic databases. MCIW will be billed a mechanized loop qualification charge for each xDSL capable loop order submitted at the rates set forth in Appendix Pricing.

11.5 Manual loop qualification requires the manual look-up of data that is not contained in an electronic database. Manual loop makeup data includes the following: (a) the actual loop length; (b) the length by gauge; (c) the presence of repeaters, load coils, bridged taps; and shall include, if noted on the individual loop record, (d) the total length of bridged taps; (e) the presence of pair gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. MCIW will be billed a manual loop qualification charge for each manual loop qualification requested at the rates set forth in Appendix Pricing.

11.6 Detailed manual loop qualification includes all fields as described in SBC's Plan of Record, including the fields described in fields 6.3.2 above. MCIW will be billed a detailed manual loop qualification charge for each detailed manual loop qualification requested at the rates set forth in Appendix Pricing.

11.7 All three categories of loop qualification are subject to the following:

11.7.1 If load coils, repeaters or excessive bridged tap are present on a loop less than 12,000 feet in length, conditioning to remove these elements will be performed without request and at no charge to MCIW.

11.7.2 If MCIW elects to have Ameritech-Illinois provide loop makeup through a manual process for information not available electronically, then the loop qualification interval will be 3-5 business days, or the interval provided to Ameritech-Illinois's affiliate, whichever is less.

11.7.3 If the results of the loop qualification indicate that conditioning is available, MCIW may request that Ameritech-Illinois perform conditioning at charges set forth in Appendix Pricing. MCIW may order the loop without conditioning or with partial conditioning if desired.

11.7.4 For HFPL, if MCIW's requested conditioning will degrade the customer's analog voice service, Ameritech-Illinois is not required to condition the loop. However, should Ameritech-Illinois refuse MCIW's request to condition a loop, Ameritech-Illinois will make an affirmative showing to the relevant state commission that conditioning the specific loop in question will significantly degrade voice band services.

12 LOOP MAKE-UP DATA

If MCIW elects to have Ameritech-Illinois provide loop make-up data through a manual process for information not available electronically, then the loop qualification interval will be 3-5 business days, or the interval provided to Ameritech-Illinois's affiliate, whichever is less.

Parties agree to follow the outcomes of CC Docket No.96-98, Third Report and Order and Fourth Further Notice of Proposed Rulemaking, FCC 99-238, (released November 5, 1999), Plan of Record for Pre-Ordering and Ordering of xDSL and other Advanced Services ("OSS Plan of Record" or "OSS POR") and any state or federal commission mandated industry standard proceeding. During this proceeding, Parties have agreed that loop qualification includes, but is not limited to the following information:

12.1 Loop length

12.2 Loop length by segment

12.3 the length by gauge

12.4 26 guage equivalent loop length (calculated)

12.5 Presence of load coils

12.6 Quality of load coils (if applicable)

12.7 Presence of bridged taps

12.8 Length of bridged taps (if applicable)

12.9 Presence of pair gain devices, DLC, and/or DAML

12.10 Qualification status of the loop based on specified PSD, if no PSD class is specified , the default PSD is class 5 (ADSL)

12.11 Presence of repeaters

12.12 Location of repeaters

12.13 Type of repeaters

12.14 Quantity of repeaters

12.15 Type of Plant (aerial or buried)

12.16 Type of Loop (copper or fiber)

12.17 Portion that is copper or fiber

12.18 Length that is copper or fiber

12.19 Availability of spare facilities;

12.20 Quantity of bridged tap by occurrence

12.21 Location of bridged tap by occurrence

12.22 Quantity of Low pass filters

12.23 Location of Low pass filters

12.24 Quantity of Range extenders

12.25 Location of Range extenders

12.26 Number of gauge changes

12.27 Location of pair gain devices

12.28 Location of DLC

12.29 Quantity of DLCs

12.30 Location of RSU (Remote Switching Unit)

12.31 Type of RSU (Remote Switching Unit)

12.32 Resistance Zone

Attachment A

xDSL Technologies Presumed Acceptable for Deployment

The technologies listed in this Attachment A are presumed acceptable for deployment. This list should be expanded as additional services are deployed, or industry standards developed. As standards are developed or updated, these standards shall automatically incorporated by a reference as if fully set forth herein.

The following technologies currently have a national standard in place:

Technology	Standard
ADSL	T1E1 LB869 (T1E1.4/2000-002R3)/ANSI T1.413 1998 (Issue 2) FDM/ITU 992.1
SDSL	(2B1Q) ANSI TR.28/ ITU 991.1
IDSL	ANSI T1.601
HDSL	ANSI TR28/ITU 991.1
HDSL2 VDSL RADSL	ANSI T1.413 1998 (Issue 2)
MVL	
G.Lite	

The following technologies have been successfully deployed with no apparent degradation of the performance of other services although speeds are not guaranteed by Ameritech-Illinois.

SDSL	160 kb/s - 784 kb/s
SDSL	1.0 – 1.5 Mb/s